



LIQUID GOLD

A HEALTHY NEW WAY TO FUNDRAISE

FUNDRAISING PROGRAMME - TERMS & CONDITIONS

1 Product

- 1.1 Hill Nurseries Limited ("HNL") is the sole supplier of LIQUID GOLD Liquid Fertilizer (the "Product").
- 1.2 The Product is used by HNL and is at nursery strength.
- 1.3 The Product is mixed and packaged by HNL.
- 1.4 The Product is packaged in sachets that have two separated parts, A and B (the "Sachets").
- 1.5 The Sachets are sealed and could be punctured if not stored and/or handled correctly.

2 Price

- 2.1 The Product shall be sold for NZ\$4.00 (inclusive of Goods and Services Tax) per Sachet of which
 - (a) NZ\$2.00 shall be retained by the Fundraiser, and
 - (b) NZ\$2.00 shall be paid to HNL.
 - (c) HNL acknowledges that it shall be responsible for accounting for GST from their portion of the Price.

3 Order

- 3.1 The Fundraiser specifies to HNL
 - (a) The number of Sachets required, and
 - (b) The date the Sachets are to be delivered (the "Delivery Date").
- 3.2 HNL will on receipt of an order from the Fundraiser
 - (a) Notify the Fundraiser of the delivery costs (if any), and
 - (b) Provide promotion material to the Fundraiser.

4 Sale and Distribution

- 4.1 The Fundraiser shall have four (4) weeks from the Delivery Date to sell the Product (the "Sale Period").
- 4.2 The Fundraiser shall be solely responsible for the sale and distribution of the Product.
- 4.3 HNL will, upon request, supply extra Sachets to the Fundraiser during the Sale Period.
- 4.4 HNL will deliver any extra Sachets within 5 working days of a request made under clause 4.3 above (the "Extra Delivery Date").
- 4.5 At the conclusion of the Sale Period, HNL will accept back all Sachets not sold, that are unopened and in good condition.

5 Delivery

- 5.1 HNL will be responsible for delivering the Product to the Fundraiser on the Delivery Date and, if applicable, on the Extra Delivery Date.
- 5.2 The Fundraiser shall be responsible for payment of any delivery costs.

6 Risk

- 6.1 During the Sale Period, the Fundraiser shall be solely responsible for storage of the Product and all risk as to the condition of the Sachets rests with the Fundraiser.
- 6.2 The Fundraiser shall be responsible for paying HNL for any Sachets that have not been sold but have been opened and/or damaged during the Sale Period.

7 Return of unsold Sachets

- 7.1 At the conclusion of the Sale Period, the Fundraiser shall inform HNL of the number of unsold Sachets that are to be returned to HNL.
- 7.2 HNL shall be responsible for collecting any unsold Sachets.
- 7.3 The Fundraiser shall be responsible for payment of any collection costs.
- 7.4 HNL shall be responsible for inspecting the Sachets, prior to collection, to confirm the condition and number of Sachets being returned.

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FUNDRAISING PROGRAMME - TERMS & CONDITIONS cont...

8 Payment

- 8.1 At the conclusion of the Sale Period, the Fundraiser shall pay HNL NZ\$2.00 for each Sachet that has been:
- (a) Sold,
 - (b) Opened or
 - (c) Damaged.
- 8.2 Such payment must be received within 7 working days of the end of Sale Period.
- 8.3 If payment is not received in accordance with clauses 7.1 and 7.2 hereto HNL shall be entitled to charge interest, at 15%, on the value of the whole order placed by the Fundraiser, including any additional Sachets ordered under clause 4.3 above, until such time as payment has been received.

9 Disputes

- 9.1 HNL and the Fundraiser agree, in the first instance, to resolve any disputes between themselves.
- 9.2 If no resolution is reached with 7 working days,
- (a) HNL and the Fundraiser agree to appoint an independent third party to act as a mediator,
 - (b) The appointment of such person to be agreed by HNL and the Fundraiser.

10 Disclaimer

- 10.1 HNL accepts no responsibility for the outcomes of plants that have been fertilised with the Product.
- 10.2 HNL accepts no responsibility for allergies or ailments that a person may have to the Product.

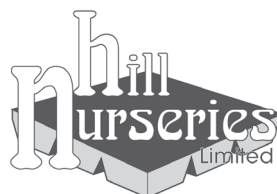
We agree to the terms and conditions as outlined within this document.

Fundraiser: _____

Signature: _____

Name: _____

Date: _____



CONTAINERISED SEEDLING PRODUCTION

LIQUID GOLD

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